St. Bernard Parish Conformed Copy

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First MORTGAGOR

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ALL SOUTH CONSULTING ENGINEERS LLC

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Description : PROJECT -SAFE HARBOR OF REFUGE FOR BOATS DURING HURRICANE AND HIGH WATER EVENTS

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I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Bernard Parish, Louisiana

On (Recorded Date) : 05/10/2013

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of Jan 26 , 2013 ("Effective Date") between

St Bernard Parish Government ("Owner") and

All South Consulting Engineers, llc ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Safe Harbor of Refuge for boats during hurricane and high water events("Project").

Engineer's services under this Agreement are generally identified as follows:
Preparation of construction documents and construction administrative service required for the construction of a Harbor of Refuge for boats during high water events

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

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ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable subsequent to approval by Owner and any undisputed invoices are payable within 60 days after Owner approval.

4.02 *Payments*

A. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

4.03 *Opinions of Probable Construction Cost*

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction

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Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

4.04 *Designing to Construction Cost Limit* – Not Used

4.05 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services with prior written notice to the Owner 14 days in advance.

Owner may make reasonable written objections to the employment of Consultants within 14 days of said notice.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and regulations.

2. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation if approved in writing by Owner.

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F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in writing to use other general conditions by specific reference in Exhibit J.

H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

5.02 *Design Without Construction Phase Services- Not used*

5.03 *Use of Documents*

A. The Owner and Engineeer acknowledge that the Engineer's plans, designs, specifications and documents are instruments of professional service and shall be the property of Owner..

5.04 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.

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C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.

F. All policies of insurance shall contain a provision or endorsement that upon cancellation, material change, restrictive endorsement or non-renewal of the coverage, Owner and Engineer will be notified (and the certificates of insurance will so provide).

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

5.05 *Suspension and Termination*

A. *Suspension*:

1. By Owner: Owner may suspend the Project for up to 90 days upon 30 days written notice to Engineer.

2. By Engineer: Engineer may, after giving 30 days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon 30 days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

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2) upon 7 days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice if both parties agree in writing to the extension.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination*: By written agreement of both parties, tthe effective date of termination may be set at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination*:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement through the effective date of termination. Upon making such payment, Owner shall have the right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. Controlling Law

A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

5.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the

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written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice priorfiling suit in the 34th Judicial District Court for the Parish of St. Bernard, which shall be the exclusive jurisdiction to resolve disputes arising out of this Agreement.

5.07 *Environmental Condition of Site*

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option

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of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

5.08 *Indemnification and Mutual Waiver*

A. *WORKERS COMPENSATION INDEMNITY*: In the event Engineer is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Engineer, its owners, agents and employees shall have no cause of action against, and shall not assert a claim against, the St. Bernard Parish Government, its departments, agencies, agents or employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the St. Bernard Parish Government, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Engineer, its owners, agents and employees. The parties' further agree that Engineer is a wholly independent contract and is exclusively responsible for its employees, owners, and agents. Engineer hereby agrees to protect, defend, indemnify and hold the St. Bernard Parish Government, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

B. *INDEMIFICATION HOLD HARMLESS AGREEMENT:* Engineer agrees to protect, defend, indemnify, save, and hold harmless, the St. Bernard Parish Government, all Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of bodily injury or death to any person or the damage, loss or destruction of any property which to the extent occur, or in any way grow out of, any act or omission of Engineer, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Engineer as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arishing out of the negligence of the St. Bernard Parish Government, Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Engineer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all of the costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

5.09 *Miscellaneous Provisions*

A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 6 – DEFINITIONS

6.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.

6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the

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Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.

11. *Days* – Means calendar days

12. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

13. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

14. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

15. *Engineer* – The individual or entity named as such in this Agreement.

16. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

17. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

18. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

19. *PCBs* – Polychlorinated biphenyls.

20. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds

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per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.

21. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

22. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

23. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

30. *Substantial Completion* – is defined by applicable Louisiana law. Generally its the time at which the Work (or a specified part thereof) has progressed to the point where, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof In the event of conflict the definition provided by law prevails.

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31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services.

D. Exhibit D, Not Used, removed intentionally

E. Exhibit E, Not Used, removed intentionally

F. Exhibit F, Not Used, removed intentionally

G. Exhibit G, Insurance.

H. Exhibit H, Not used, removed intentionally

I. Exhibit I, Not used, removed intentionally

J. Exhibit J, Special Provisions.

K. Exhibit K, Not Used, removed intentionally

L. Exhibit L, Attestation

M. Exhibit M, Affidavit of Non-Collusion

N. Exhibit N, CDBG Complinace Provisions (version 2.0 pages 1-14)

O. Exhibit O (in globo), Section 3 (7 pages)

A.) Principal- All South Consulting Engineers, LLC, Certification of Selected Bidders, Section 3 Plan, Tables A&B (5 pages)
B.) Subcontractor-BFM, Certification of proposed subcontractor (1 page)
C.) Subcontractor – PSI, Certification of proposed subcontractor (1 page)

P. Exhibit P, Cost and Price Detail, Facility Planning and Control fee curve (10 pages)

Q. Exhibit Q, Attestation Clause Required by LA. R.S.38:2227

R. Exhibit R, AIA Document E 201-07 (4 pages)

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7.02 *Total Agreement:*

A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.03 *Designated Representatives:*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

7.04 *Engineer's Certifications:*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:	Engineer:
St. Bernard Parish Government	All South Consulting Engineers, LLC
By: Dave Peralta	By: Timothy P. Bonura
Title: Parish President	Title: Managing Partner
Date Signed: 5/3/13	Date Signed: 4-26-13
	Engineer License or Firm's Certificate No. 3140
	State of: Louisiana
Address for giving notices:	Address for giving notices:
8201 West Judge Perez	652 Papworth Ave
Chalmette, La. 70043	Metairie, La 70005
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
Donny Bourgeois	Stephen Bourg P.E.
Title: Executive Assistant to the President Recovery Department	Title: Vice President
Phone Number: 504-278-4238	Phone Number: 504-322-2783
Facsimile Number:	Facsimile Number: 504-322-2787
E-Mail Address: dbourgeois@sbpg.net	E-Mail Address: sbourg@ascellc.com

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This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.

2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

4. Identify and evaluate *two* alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.

5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

6. Perform or provide the following additional Study and Report Phase tasks or deliverables: [*Layout and cost estimate of two alternative layouts along with geotechnical analysis, prepare Geotechnical analysis and deleiver three copies of Geotechnical Report* and fill out required permits]

7. Furnish 6 review copies of the Report and any other deliverables to Owner within 21 calendar days of the Effective Date and review it with Owner. Within 14 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

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8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other deliverables to the Owner within 14 calendar days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: [*no additional service required*]

6. Furnish 6 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within21 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 calendar days after receipt of Owner's comments.

8. Furnish;

   a. Property descriptions

   b. Zoning, deed and other land use restrictions

   c. Property boundry, easement, right of was and other special survey data including establishing relevant reference points, and if Engineer is unable to provide 8(a) 8(b) & 8(c) then St. Bernard will assist in acquiring these items.

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B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

4. Perform or provide the following additional Final Design Phase tasks or deliverables: [*no additional tasks*]

5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 21 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.

6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 6 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 14 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

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D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.

2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.

3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [*No additional tasks*]

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act

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on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Progress Meetings:* Owner request that the Engineer organize and schedule bi-weekly progress meetings between Owner, Contractor and any other necessary parfties. The A/E will be required to preparemeeting agendas, recors and transcribe meeting minutes and furnish these meeting minuntes to all parties within 3 business days of that meeting. All other parties will have 2 business days to correct any errors or make any omissions before meeting minutes are accepted into record. Progress meeting will occur at location determined by owner and owner reserves the right to request the engineer visit the site after every progress meeting.

3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.

4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract

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Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *Change Orders and Work Change Directives:* Engineer shal provide cost reasonableness in writing with any change order or work change directive that will cost Ownere additional amounts. Owner must approve in writing of the cost reasonableness before engineer gives its approval. Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.

11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such review and approval shall be completed by engineer within 14 calendar days of receipt thereof. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified

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indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

    b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not

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be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.

17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: [*No additional tasks are required*].

19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Ownerduring the Post-Construction Phase Engineer shall:

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1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.

2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.

3. Perform or provide the following additional Post-Construction Phase tasks or deliverables: *[No additional tasks are required]*

4. *Engineer shall oversee closeout phase and review all close out documents from contractor for completeness.*

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

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6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.

16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.

18. Preparation of operation and maintenance manuals.

19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

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20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

21. Assistance in connection with the adjusting of Project equipment and systems.

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

24. Overtime work requiring higher than regular rates.

25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

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7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.

8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

10. Engineer shall include Owner in/on all correspondence that is project related and shall also submit to Owner:
    a. Design submittals to owner for review at 30%, 60%, 90%, and 100% completion. Owner will require 6 (six)-11"x17" sets of final construction documents, 6 (six) sets of final specifications, and a Compact Disk with all construction documents including Specifications (as a .doc file), drawings (as .PDF and .DWG files), and copies of any reports related to the project (as .PDF files)
    b. All reports from third party services and/or subcontractors, and any other reports relate to the project no later than 48 hours after received by Engineer on Compact Disk. This includes but is not limited to Permits, Geotechnical reports, calculations for design on all portions of the project (Electrical, Mechanical, Civil, Landscape, Geotechnical and Structural). Note that if a computer program is used and St. Bernard Parish does not have access to this program then hand calculations showing the engineers proof of check is required within reason. (Ex. Structural check on largest pile cap with largest loads.)

11. Engineer shall provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the project designed or specified by Engineer and such reviews, approvals and consents from other as may be necessary for completion each phase of the Project.
12. Engineer is responsible for the completion of the plans and specifications, testing, geotechnical soil borings and construction administration for pilings along the Violet Canal for fishing vessels to moor during storm events.
13. Engineer will provide Preliminary and Final Design Phase services, provide preliminary and final Statements of Probable Cost, develop required plans and site sheets or other visualizations for presentation to the Parish and other stakeholders, provide technical specifications, provide standards plans, testing as required and develop special details. Engineer shall assist in completing the Community Development Block Grant (CDBG) applications by project design and cost estimates, and supervising the bid process and all included pre-bid and pre-construction conferences as required by the State of Louisiana.
14. Engineer shall be responsible for the preparation of a suitable set of Bidding Documents and shall be responsible for securing all permits such as LaDNR, Lake Borgne Levee District and USACE.

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This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property Descriptions (If Engineer is unable to provide these, Owner will assist in acquiring these items)

2. Zoning, deed, and other land use restrictions (If Engineer is unable to provede these, Owner will assist in acquiring these items)

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points. (If Engineer is unable to provide these, Owner will assist in acquiring these items)

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

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E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

I. Place and pay for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.

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O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

Q. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

R. Perform or provide the following additional services: *[pile logging and testing]*.

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SUGGESTED FORMAT
(for use with E-500, 2008 Edition)

This is **EXHIBIT C**, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Payments to Engineer for Services
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount of $94,990.00 based on the following estimated distribution of compensation:

a. Supplemental Services	$0.00
b. Preliminary Design Phase	$23,747.50
c. Final Design Phase	$47,495.00
d. Bidding and Negotiating Phase	$4,749.50
e. Construction Phase	$18,998.00
f. Post-Construction Phase	$_____

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

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B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 36 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted upon being agreed to in writing, signed and dated by both parties.

COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplmented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. A Not to Exceed amount of $68,790.00 based on the following estimated distribution of compensation:

a. Topographic Surveying Services	$ 5,265.00 (Not to Exceed)
b. Permitting Phase	$ 22,665.00 (Not to Exceed)
c. Geotechnical Phase	$ 28,160.00 (Not to Exceed)
d. Pile Logging	$ 12,700.00 (Not to Exceed)

2. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus Engineer's Consultant's charges, if any.

B. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed per rate schedule.

2. *Factors:* The Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Principal	$ 230.00
Senior Engineer	$ 175.00
Professional Engineer Project Manager	$ 165.00
Environmental Scientist	$ 165.00
Professional Engineer	$ 135.00
Project Manager - Non Engineer	$ 120.00
Accountant (CPA)	$ 115.00
Grant Specialist	$ 95.00
Pre - Professional Engineering Intern	$ 85.00
Construction Supervisor	$ 70.00
Supervisor	$ 70.00
Clerical	$ 50.00
CADD Technician	$ 75.00

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1. **Compensation for Basic Services (not including Resident Project Representative) (as described in Exhibit A, Part I)**

Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percentage of Construction Costs	Direct Labor Costs Times a Factor	Direct Labor Costs Plus Overhead Plus a Fixed Fee	Salary Costs Times a Factor
Use This Base Compensation Packet	Packet BC-1	Packet BC-2	Packet BC-3	Packet BC-4	Packet BC-5	Packet BC-6
Include This Appendix	N/A	Appendices 1 and 2	N/A	Appendix 1	Appendix 1	Appendix 1

2. **Compensation for Resident Project Representative (as described in Exhibit A, Paragraph A1.05.A.2, and in Exhibit D)**

Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percentage of Construction Costs	Direct Labor Costs Times a Factor	Salary Costs Times a Factor
Use This RPR Compensation Packet	Packet RPR-1	Packet RPR-2	Packet RPR-3	Packet RPR-4	Packet RPR-5
Include This Appendix	N/A	Appendices 1 and 2	N/A	Appendix 1	Appendix 1

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Compensation Decision Guide for Use with Exhibit C to EJCDC E-500, 2008 Edition

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3. **Compensation for Additional Services (as described in Exhibit A, Part 2)**

Decision Question: Which method of compensation is to be used?

	Standard Hourly Rates	**Direct Labor Costs Times a Factor**	**Salary Costs Times a Factor**
Use This Additional Services Compensation Packet	Packet AS-1	Packet AS-2	Packet AS-3
Include This Appendix	Appendices 1 and 2	Appendix 1	Appendix 1

Example: If Basic Services (other than RPR) will be compensated using Lump Sum; RPR services using Direct Labor Times a Factor; and Additional Services using Standard Hourly Rates; then use Packet BC-1; Packet RPR-4; Packet AS-1; and Appendices 1 and 2 to form Exhibit C.

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This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

The Engineer shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Engineer, its agents, representatives, volunteers, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee.

   Additionally, applicable LHWCA, Jones Act, or other maritime law, coverage shall be included and include crewmembers or vessels including transportation, wages, and maintenance with the Employers Liability limit increased to a minimum of $1,000,000.Coverage with an "In Rem" endorsement.

   Commercial General Liability
   Commercial General Liability insurance, Broad Form Damage, including Personal and Advertising Injury Liability, Contractual Liability for Engineer's obligation assumed hereunder, Independent Engineers Coverage, Premises/Operations and Products/Completed Operations. There shall be a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

   If applicable, coverage for occurrences results from blasting, explosion or collapse, damage to underground property and injury or destruction of any property resulting there from.

2. **Environmental Pollution Liability**

   Pollution Liability insurance, including gradual release as well as sudden and accidental shall have a minimum limit of not less than $1,000,000 per claim. This policy should be on an Occurrence basis. Coverage should include the Engineers self-performed work and extend to that of their contractors.

   A claims-made form will be acceptable with a policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy. The policy shall not be cancelled for any reason, except non-payment of premium.

3. **Commercial Automobile Liability**
   Commercial Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

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4. **Excess Umbrella**
   Excess Umbrella insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

5. **Aircraft & Watercraft Liability**

   When used by Engineer in connection with the work described hereunder, such insurance to include all leased, hired or other non-owned aircraft or watercraft.

Minimum Liability Limits:	Aircraft:	$10,000,000
	Watercraft:	$ 1,000,000

   Watercraft to have "In Rem" endorsement.

6. **Professional Liability (Errors & Omissions) Insurance**

   Insurance shall be maintained appropriate to the Contractors profession, with limits no less than $1,000,000 per occurrence or claim and $2,000,000 aggregate. St. Bernard Parish Government does not have to be named as an additional Insured on this policy.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the St. Bernard Parish Government. The Engineer shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability Coverages and watercraft liability

   a. The St. Bernard Parish Government, its officers, agents, employees and volunteers shall be named as an Additional Insured with a Waiver of Subrogation as regards negligence by the Engineer. ISO Form CG 20 10 (or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the parish.

   b. The Engineer's insurance shall be primary as respects the St. Bernard Parish Government, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the St. Bernard Parish Government shall be excess and non-contributory of the Engineer's insurance.

   c. The Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

   The insurer shall agree to waive all rights of subrogation against the St. Bernard Parish Government, its officers, agents, employees and volunteers for losses arising from work performed by the Engineer for the St. Bernard Parish Government.

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3. All Coverages

a. Coverage shall not be canceled, suspended, or voided by either party (the Engineer or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the St. Bernard Parish Government. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Engineer's policy.

b. Neither the acceptance of the completed work nor the payment thereof shall release the Engineer from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the St. Bernard Parish Government for payment of premiums or for assessments under any form of the policies.

d. Any failure of the Engineer to comply with reporting provisions of the policy shall not affect coverage provided to the St. Bernard Parish Government, its officers, agents, employees and volunteers.

e. If the Engineer maintains higher limits than the minimum show herein, the St. Bernard Parish Government shall be entitled to coverage to the higher limits maintained by the Engineer.

f. If the Engineer does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract and that the contractor is liable for any losses or delays.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Engineer shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Engineer shall furnish the St. Bernard Parish Government with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the St. Bernard Parish Government before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Engineer shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The St. Bernard Parish Government reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Engineer to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the St. Bernard Parish Government, may be suspended, discontinued or terminated. Failure of the Engineer to purchase and/or maintain any required insurance shall not relieve the Engineer from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Engineer shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The St. Bernard Parish Government reserves the right to request copies of subcontractor's Certificates at any time.

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H. New Consultants

During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.

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This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Special Provisions

General:

SP-1 EXHIBIT L, Attestation, is added to the Agreement pursuant to LRS 38:2212.10.

SP-2 EXHIBIT M, Affidavit of Non-Collusion, is added to the Agreement pursuant to LRS 38:2224.

Paragraph(s) ___ of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT L**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Attestation

ATTESTATION

Appearer, as the Engineer on the above-entitled Public Works Project, does hereby attest that:

LA. R.S. 38:2212.10 Verification of Employees

A. Appearer is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.

B. Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. Appearer shall require all subconsultants to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

All South Consulting Engineers, llc

By: _____

Printed Name: Timothy P. Bonura

Title: Managing Partner

Date: April 10, 2013

PARISH OF St Bernard
STATE OF LOUISIANA

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26 DAY OF April, 2013.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: at death

William Martin McGoey
Notary Public #12496
Commissioned for Life

This is **EXHIBIT M**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Affidavit of Non-Collusion

Name of Project: Harbor of Refuge

Parish: St Bernard Parish

"All South Consulting Engineers, LLC" certifies that:

That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant, and

That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

Signed: _____

By: Timothy P. Bonura

Title: Managing Partner

PARISH OF St Bernard
STATE OF LOUISIANA

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26 DAY OF April, 2013

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: at death

William Martin McGoey
Notary Public #12496
Commissioned for Life

EXHIBIT N

6-16

CDBG COMPLIANCE PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts above $10,000)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such

action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. <u>CERTIFICATION OF NONSEGREGATED FACILITIES</u>
(applicable to contracts and subcontracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated

facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the

greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
(applicable to contracts and subcontracts over $10,000)

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding $100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. **FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an

area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of $10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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EXHIBIT D
PAGE 1 OF 7
A

SECTION 3 CERTIFICATION OF SELECTED BIDDER

ALL SOUTH CONSULTING ENGINEERS — HARBOR OF REFUGE

Name of Prime Contractor — Project Name and Number

The undersigned hereby certifies that:

A. The positions listed under part B that have been filled by ALL SOUTH CONSULTING (Name of Prime Contractor) since being notified of contract selection on 2-6-2013 (Date) were not filled to circumvent the contractor's obligations to provide employment opportunities; including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since 2-6-13 (Date of Selection).

1-CIVIL ENGINEER		

C. No employment positions have been filled since 2-6-2013 (Date of Selection).

Timothy P. Bonura MANAGING PARTNER

Name & Title of Signer (Print or Type)

Signature — 4-26-2013 Date

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135 135.38(e)).

CONTRACTOR

Section 3 Plan Format

All South Consulting Engineers, LLC agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the St Bernard Parish.

A. To ascertain from the locality's LCDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.

E: *To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

*Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

J. To list on Table A information related to subcontracts to be awarded.

K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of All South Consulting Engineers, LLC , we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature : Timothy P Bonura

Managing Partner — 3-19-2013

Title — Date

Signature

Title — Date

Exhibit O
page 4 of 7
A

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING APRIL 2013 19__ through APRIL 2015 19__

(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES*
CIVIL ENGINEER	1	95,000	1	95,000

* The Project Area is coextensive with the City of _____'s boundaries.

ALL SOUTH CONSULTING ENGINEERS
Company

HARBOR OF REFUGE
Project Name

Project Number

EEO Officer (Signature)

4/12/13
Date

Exhibit D
PAGE 5 of 7
A

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/ Supervisors	1	1	0	0
Professionals	2	2	0	0
Technicians	1	1	0	0
Housing Sales/ Rental/Mgmt.				
Office Clerical	1	1	0	0
Service Workers				
Others	1	1	0	0

TRADE:

Journeymen				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeymen				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within the City of _____ whose family income does not exceed 80% of the median income in the State.

Company _____

Exhibit O
page 6 of 7
B

SAMPLE

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

BFM Corporation, L.L.C.
Name of Subcontractor

Harbor of Refuge
Project Name and Number

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract,

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000), and

(c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

(d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

John S. Teegarden, P.L.S., President
Name & Title of Signer (Print or Type)

John S. Teegarden
Signature

May 1, 2013
Date

PSI Information To Build On
Engineering • Consulting • Testing

SAMPLE

CERTIFICATION OF PROPOSED **SUBCONTRACTOR** REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Professional Service Industries, Inc. (PSI)	St. Bernard Harbor of Refuge
Name of Subcontractor	Project Name and Number

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract,

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $1000,000), and

(c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

(d) Ne segregated facilities will be maintained as required by Title VI of the Civil Rights Acts of 1964.

Cherie B. Stivers, Business Development Manager
Name & Title of Signer (Print or Type)

Cherie B. Stivers
Signature

April 16, 2013
Date

Exhibit P
page 1 of 10

State of Louisiana
Facility Planning & Control

BCI & CPI
FOR
2013

BCI		CPI
1306	1975	53.8
5174	2012	229.6

SCHEDULE OF REPRESENTATIVE FEES
FOR
2013

	AFC	Fee as a Percentage of AFC		Fee
	$ 1,036,330.55	9.1664%	$	94,994.28
Complexity / Renovation Factor		1.25		
		11.4580%	$	118,742.85

ALL SOUTH CONSULTING ENGINEERS, L.L.C.

ST. BERNARD PARISH
HARBOR OF REFUGE
March 15, 2013

ESTIMATE OF PROBABLE COST - OPTION 1

ITEM NO.	DESCRIPTION	UNIT	QTY	AMOUNT	TOTAL
1	MOBILIZATION	LS	1	$ 50,000.00	$ 50,000.00
2	DEMOLITION/DEBRIS REMOVAL	CY	775	$ 35.00	$ 27,125.00
3	CLEARING	ACRE	0.67	$ 14,000.00	$ 9,380.00
4	PILE REMOVAL	EA	26	$ 400.00	$ 10,400.00
5	VESSEL REMOVAL (30' AND UNDER)	EA	9	$ 6,000.00	$ 54,000.00
6	VESSEL REMOVAL (OVER 31')	EA	4	$ 15,000.00	$ 60,000.00
7	TREATED PILES (CLASS B)(60')	LF	27480	$ 20.00	$ 549,600.00
8	TREATED PILES (CLASS 5) (40')	LF	3920	$ 12.00	$ 47,040.00
9	TREATED DECKING 2' WIDE (2x6)	LF	4700	$ 13.00	$ 61,100.00
10	TREATED JOISTS (3x12)	LF	2032	$ 16.00	$ 32,512.00
				SUB-TOTAL:	$ 901,157.00
				15% CONTINGENCY:	$ 135,173.55
				TOTAL CONSTRUCTION AMOUNT:	**$ 1,036,330.55**

NUMBER OF SLIPS W/ 2' BOARDWALK: 19
NUMBER OF BOAT SLIPS: 229

OTHER PROJECT COSTS

ITEM NO.	DESCRIPTION	UNIT	QTY	AMOUNT	TOTAL
1	SURVEY	LS	1	$ 5,265.00	$ 5,265.00
2	GEOTECHNICAL	LS	1	$ 28,160.00	$ 28,160.00
3	DESIGN (LAFP&C CURVE)	LS	1	$ 94,990.00	$ 94,990.00
4	PERMITTING	LS	1	$ 22,665.00	$ 22,665.00
5	St. Bernard Parish Project Management	LS		$ 12,000.00	$ 12,000.00
6	St. Bernard Parish Resident Inspection	LS		$ 16,000.00	$ 16,000.00
7	St. Bernard Parish Clerical	LS		$ 7,000.00	$ 7,000.00
8	PILE LOGG/MATERIAL TESTING (based on PSI proposal)	NTE	1	$ 12,700.00	$ 12,700.00
9	LAND ACQUISITION	LS	1	$ 143,501.00	$ 143,390.45
				SUB-TOTAL:	**$ 342,170.45**

TOTAL PROJECT AMOUNT: $ 1,378,501.00

Cost and Price Detail Pile Logging Services

Name of Consultant **All South Consulting Engineering, LLC**	Date of Proposal **March 24, 2013**
Street Address **652 Papworth Ave**	Federal ID Number **20-1030206**
City, State, Zip **Metairie, La. 70005**	Total Price **$ 12,700.00**

A. Direct Labor (specify personnel by name)

Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.

	Est. No. of Hours	Hourly Rate	Est. Cost
1.			
2.			
3.			
4.			
5. Total Direct Labor			$

	Rate	Base	Est. Cost
B. Overhead/Indirect Costs			**Included in rate**

C. Other Direct Costs		Est. Cost
1. Transportation	___# of on site visits	$
2. Per Diem	___# of days @ $___/day	$
3. Reproduction	__# of pages @ $__/page	$
4. Other (specify)		$
a.		$
b.		$
c.		$
5. Total Other Direct Costs		$ 0.00

D. Subcontracts

Name of Subcontractor(s)	# of days of effort	Est. Cost
1. PSI	120	$ 12,700.00
2.	0	
3.		
4.		
Total Subcontractor Cost		$ 12,700.00
Total Estimated Costs (Line A7 +B+C5+D5)		$

Profit	included in rate

Total Price	$ 5,265.00

CERTIFICATIONS

Contractor

A. Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any other federal grant or contract within the past 12 months? ____ YES __X__ NO
If yes, give name, address, and telephone number of the reviewing office:

B. This summary conforms with the applicable cost principals.

C. This proposal is submitted for use in connection with and in response to _RFQ_.
This is to certify that to the best of my knowledge and belief the cost and pricing data summarized herein are complete, current, and accurate as of 4-26-13 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub agreement price may be subject to downward renegotiation and/or recoupment where the above costs and pricing data have been determined, as a result of audit, not to have been current complete and accurate as of the day above.

4-26-13 — MANAGING MEMBER
Date of Execution — Signature and Title of Proposer

Grantee Reviewer

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appears acceptable for sub agreement award.

4-26-13 — Andrew Beher Jr.
Date of Execution — Signature and Title of Reviewer

Additional Reviewer, if needed

Date of Execution — Signature and Title of Reviewer

Cost and Price Detail Surveying Services

Name of Consultant **All South Consulting Engineering, LLC**	Date of Proposal **March 24, 2013**
Street Address **652 Papworth Ave**	Federal ID Number **20-1030206**
City, State, Zip **Metairie, La. 70005**	Total Price **$ 5,265.00**

A. Direct Labor (specify personnel by name)

Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.

	Est. No. of Hours	Hourly Rate	Est. Cost
1. Project Manager	4	$165.00	$ 660.00
2. Clerical	1	$ 50.00	$ 50.00
3.			
4.			
5. Total Direct Labor			$ 710.00

	Rate	Base	Est. Cost
B. Overhead/Indirect Costs			**Included in rate**

C. Other Direct Costs		Est. Cost
1. Transportation	___# of on site visits	$
2. Per Diem	___# of days @ $___/day	$
3. Reproduction	__# of pages @ $__/page	$
4. Other (specify)		$
a.		$
b.		$
c.		$
5. Total Other Direct Costs		$ 0.00

D. Subcontracts

Name of Subcontractor(s)	# of days of effort	Est. Cost
1. BFM Corporation (topographic Survey)	60	$ 4,555.00
2.	0	
3.		
4.		
Total Subcontractor Cost		$ 5,265.00
Total Estimated Costs (Line A7 +B+C5+D5)		$

Profit	included in rate

Total Price	$ 5,265.00

CERTIFICATIONS

Contractor

A. Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any other federal grant or contract within the past 12 months? ____ YES __X__ NO
If yes, give name, address, and telephone number of the reviewing office:

B. This summary conforms with the applicable cost principals.

C. This proposal is submitted for use in connection with and in response to _RFQ_.
This is to certify that to the best of my knowledge and belief the cost and pricing data summarized herein are complete, current, and accurate as of 4-26-13 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub agreement price may be subject to downward renegotiation and/or recoupment where the above costs and pricing data have been determined, as a result of audit, not to have been current complete and accurate as of the day above.

4-26-13 — MANAGING PARTNER
Date of Execution — Signature and Title of Proposer

Grantee Reviewer

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appears acceptable for sub agreement award.

4-26-13 — Andrew Becherer
Date of Execution — Signature and Title of Reviewer

Additional Reviewer, if needed

Date of Execution — Signature and Title of Reviewer

Cost and Price Detail Permitting Services

Name of Consultant	Date of Proposal
All South Consulting Engineering, LLC	**March 24, 2013**
Street Address	Federal ID Number
652 Papworth Ave	**20-1030206**
City, State, Zip	Total Price
Metairie, La. 70005	**$ 22,665.00**

A. Direct Labor (specify personnel by name)

Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.

	Est. No. of Hours	Hourly Rate	Est. Cost
1. Project Manager	96	$165.00	$ 15,840.00
2. Staff Engineer	45	$ 85.00	$ 3,825.00
3. CADD Technician	40	$ 75.00	$ 3,000.00
4.			
5. Total Direct Labor			$22,665.00

B. Overhead/Indirect Costs	Rate	Base	Est. Cost
			Included in rate

C. Other Direct Costs		Est. Cost
1. Transportation	___# of on site visits	$
2. Per Diem	___# of days @ $___/day	$
3. Reproduction	__# of pages @ $__/page	$
4. Other (specify)		$
a.		$
b.		$
c.		$
5. Total Other Direct Costs		$ 0.00

D. Subcontracts

Name of Subcontractor(s)	# of days of effort	Est. Cost
1.		
2.		$
3.		
5 Total Subcontractor Cost		$
Total Estimated Costs (Line A7 +B+C5+D5)		$

Profit	included in rate

Total Price	$ 22,665.00

CERTIFICATIONS

Contractor

A. Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any other federal grant or contract within the past 12 months? ____ YES __X__ NO
If yes, give name, address, and telephone number of the reviewing office:

B. This summary conforms with the applicable cost principals.

C. This proposal is submitted for use in connection with and in response to _RFQ_.
This is to certify that to the best of my knowledge and belief the cost and pricing data summarized herein are complete, current, and accurate as of 4-26-13 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub agreement price may be subject to downward renegotiation and/or recoupment where the above costs and pricing data have been determined, as a result of audit, not to have been current complete and accurate as of the day above.

4-26-13 — MANAGING PARTNER
Date of Execution — Signature and Title of Proposer

Grantee Reviewer

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appears acceptable for sub agreement award.

4-26-13 — Andrew Bell Jr.
Date of Execution — Signature and Title of Reviewer

Additional Reviewer, if needed

Date of Execution — Signature and Title of Reviewer

Cost and Price Detail Geotechnical Services

Name of Consultant	Date of Proposal
All South Consulting Engineering, LLC	**March 24, 2013**
Street Address	Federal ID Number
652 Papworth Ave	**20-1030206**
City, State, Zip	Total Price
Metairie, La. 70005	**$ 28,160.00**

A. Direct Labor (specify personnel by name)

Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.

	Est. No. of Hours	Hourly Rate	Est. Cost
1. Project Manager	19	$165.00	$ 3,135.00
2. Staff Engineer	5	$ 85.00	$ 425.00
3. Clerical	3	$ 50.00	$ 150.00
4.			
5. Total Direct Labor			$ 3,710.00

B. Overhead/Indirect Costs	Rate	Base	Est. Cost
			Included in rate

C. Other Direct Costs		Est. Cost
1. Transportation	___# of on site visits	$
2. Per Diem	___# of days @ $___/day	$
3. Reproduction	__# of pages @ $__/page	$
4. Other (specify)		$
a.		$
b.		$
c.		$
5. Total Other Direct Costs		$ 0.00

D. Subcontracts

Name of Subcontractor(s)	# of days of effort	Est. Cost
1. PSI Corporation (Geotechnical Engineering)	60	$ 24,450.00
2.		
3.		
4.		
5 Total Subcontractor Cost		$ 28,160.00

Total Estimated Costs (Line A7 +B+C5+D5)	$

Profit	included in rate

Total Price	$ 28,160.00

CERTIFICATIONS

Contractor

A. Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any other federal grant or contract within the past 12 months? ____ YES __X__ NO
If yes, give name, address, and telephone number of the reviewing office:

B. This summary conforms with the applicable cost principals.

C. This proposal is submitted for use in connection with and in response to _RFQ_.
This is to certify that to the best of my knowledge and belief the cost and pricing data summarized herein are complete, current, and accurate as of 4-26-13 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub agreement price may be subject to downward renegotiation and/or recoupment where the above costs and pricing data have been determined, as a result of audit, not to have been current complete and accurate as of the day above.

4-26-13 — MANAGING PARTNER
Date of Execution — Signature and Title of Proposer

Grantee Reviewer

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appears acceptable for sub agreement award.

4-26-13 — Andrew Berkin Jr.
Date of Execution — Signature and Title of Reviewer

Additional Reviewer, if needed

_____
Date of Execution — Signature and Title of Reviewer

EXHIBIT 4
page 1 of 2

ATTESTATION CLAUSE REQUIRED BY
LA. R.S.38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)

Owner: St Bernard Parish Government

Bidder: All South Consulting Engineers, LLC

Project: Harbor of Refuge

Bid Date: April 12, 2013

Bidder on the above-entitled public project does hereby attest and certify that:

A. If a sole proprietor, that he has not

- ever been convicted of, or entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in Subsection C(1) below; and

- for a period of five years previous to the project bid date, been convicted of or entered a plea of guilty or nolo contendee to any of the crimes or equivalent federal crimes listed in Subsection C (2) below during the solicitation or execution of a contract or bid award pursuant to the provision of Chapter 10 of Title 38 of the Louisiana Revised Statutes.

B. If a partnership, corporation joint venture or limited liability company, that no individual parter, incorporator, director, manager, officer, organizer, or member, who has a minimum of ten percent ownership in the bidding entity has

- ever been convicted of, or has entered a plea of guilty or nolo contendere to and of the crimes or equivalent federal crimes listed in Subsection (1) below; and

- for a period of five years previous to the project bid date, been convicted of, or entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in Subsection (2) below during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes.

C. (1) A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

(a) Public bribery (R.S. 14:118)
(b) Corrupt influencing (R.S. 14:120)
(c) Extortion (R.S. 14:66)
(d) Money laundering (R.S. 14:230)

C. (2) A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on Public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

(a) Theft (R.S. 14:67)
(b) Identity Theft (R.S. 14:67.16)
(c) Theft of a business record (R.S. 14:67.20)
(d) False accounting (R.S. 14:70)
(e) Issuing worthless checks (R.S. 14:71)
(f) Bank fraud (R.S. 14:71.1)
(g) Forgery (R.S. 14:72)
(h) Contractors; misapplication of payments (R.S. 14:202)
(i) Malfeasance in office (R.S.14:134)

Bidder hereby agrees that in the event that this attestation is found to be false and the project must be re-advertised or the contract cancelled that bidder is responsible to the Owner for all costs associated with rebidding., additional costs due to increased costs of bids and any an all delay costs due to the rebid or cancellation of the contract.

Bidder: All South Consulting Engineers, LLC

Date: April 12, 2013

By: _____
Authorized Signature

Print Name: Timothy P. Bonura
Authorized Signatory of Bidder

Title: Managing Partner

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Digital Data Protocol Exhibit

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the day of April in the year 2013
(In words, indicate day, month and year.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BETWEEN:
(*Name, address and contact information, including electronic addresses*)
Government of St. Bernard
8201 West Judge Perez Drive
Chalmette, Louisiana 70043

AND:
(Name, address and contact information, including electronic addresses)
All South Consulting Engineers, LLC
652 Papworth Avenue
Metairie, Louisiana 70005

for the following Project:
(Name and location or address)
Harbor of Refuge (Boats During Hurricanes/High Water Events)
St. Bernard Parish
Lousiana

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 PROJECT PROTOCOL TABLE

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the procedures the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

§ 1.1.2 Signatures may be made by electronic methods to the fullest extent permitted by applicable law.

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§ 1.2 Definitions

§ 1.2.1 Digital Data. Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

§ 1.2.2 Confidential Information. Confidential Information is defined as Digital Data that the transmitting party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

§ 1.2.3 Written or In Writing. In addition to any definition in the Agreement to which this Exhibit is attached, "written" or "in writing" shall mean any communication, including without limitation a notice, consent or interpretation, prepared and sent to an address provided in this Exhibit using a transmission method set forth in this Exhibit that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the transmitting party to the receiving party that the transmitting party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.2 The receiving party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

§ 2.3 The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may not use the Digital Data unless permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, the receiving party's use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project in accordance with the Project Protocols set forth in Article 3, and nothing contained in this Exhibit conveys any other right to use the Digital Data for another purpose.

§ 2.5 To the fullest extent permitted by law, the receiving party shall indemnify and defend the transmitting party from and against all claims arising from or related to the receiving party's modification to, or unlicensed use of, the Digital Data.

ARTICLE 3 PROJECT PROTOCOL TABLE

§ 3.1 The parties agree to comply with the data formats, transmission methods and permitted uses set forth in the Project Protocol Table below when transmitting or using Digital Data on the Project.
(Complete the Project Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Project Protocol Table Definitions to define abbreviations placed, and to record notes indicated, in the Project Protocol Table.)

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes *(Enter #)*
§ 3.1.1 Project Agreements and Modifications	P&W	E	em&ema	O	R	
§ 3.1.2 Project communications	P&W					
General communications	P&W	E	em&ema	C.O	S	
Meeting notices	P&W	E	EMA	C.O.	S	
Agendas	P&W	E	EMA	C.O.	S	
Minutes	P&W	E	EMA	C.O.	S	
Requests for information	P&W	C	EMA	A.O	S	
other						

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Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes *(Enter #)*
§ 3.1.3 Architect's pre-construction submittals						
Schematic Design Documents	H&P	E	h&ema	O	R	
Design Development Documents	H&P	E	h&ema	O	R	
Construction Documents	H&P	E	h&ema	O.C.	S	
§ 3.1.4 Architect's Drawings and Specifications						
Contract Documents						
Drawings	H&P	E	h&ema	O.C.	S	
Specifications	H&P	E	h&ema	O.C.	S	
§ 3.1.5 Contractor's submittals						
Product data						
Submitted by Contractor	H&P	C	h&ema	E.O.	M	
Returned by Architect	H&P	E	h&ema	C.O.	S	
Shop drawings						
Submitted by Contractor	H&P	C	h&ema	E.O.	M	
Returned by Architect	H&P	E	h&ema	C.O.	S	
§ 3.1.6 Subcontractor's submittals						
Product data						
Submitted by Subcontractor	H&P	C	h&ema	E.O.	M	
Returned by Contractor	H&P	C	h&ema	E.O.	M	
Shop drawings						
Submitted by Subcontractor	H&P	C	h&ema	E.O.	M	
Returned by Contractor	H&P	C	h&ema	E.O.	M	
§ 3.1.7 Modifications						
Architect's Supplemental Instructions	H&P	E	h&ema	C.O.	S	
Requests for proposal	H&P	C	h&ema	E.O	S	
Proposal	H&P	C	h&ema	E.O	S	
Modification communications	W,P	O,E	em	C	S	
§ 3.1.8 Project payment documents	P, H	C,E	H	O	S	
§ 3.1.9 Notices and Claims	P,H	C,E,O	h&ema	O,E	S	
§ 3.1.10 Closeout documents	P, H	C	H&CD	O.E.	S	
Record documents	P,H	C	H&CD	O.E.	S	

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§ 3.2 PROJECT PROTOCOL TABLE DEFINITIONS
(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)

Data Format:
(Provide required data format, including software version.)
W .doc, Microsoft® Word 2002
P .PDF, ADOBE H HARD COPY
Transmitting Party:
O Owner
~~A~~ ~~Architect~~ E - ENGINEER
C Contractor

Transmission Method:
EM Via e-mail
EMA As an attachment to an e-mail transmission
CD Delivered via Compact Disk
PS Posted to Project Web site
FTP FTP transfer to receiving FTP server
H HARD COPY COURIER
Receiving Party:
O Owner
~~A~~ ~~Architect~~ E ENGINEER
C Contractor

Permitted Uses:
(Receiving Party's permitted use(s) of Digital Data)
S Store and view only
R Reproduce and distribute
I Integrate (incorporate additional digital data without modifying data received)
M Modify as required to fulfill obligations for the Project

Notes:
(List by number shown on table.)

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